

THIS DOES NOT  
CIRCULATE

AGREEMENT BY AND BETWEEN

THE

EAST WINDSOR REGIONAL SCHOOL DISTRICT

AND

EAST WINDSOR REGIONAL MAINTENANCE ASSOCIATION

July 1, 1980 - June 30, 1983

*Member*

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THIS THREE YEAR AGREEMENT, entered into this 9th day of June, 1980, by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the EAST WINDSOR REGIONAL MAINTENANCE ASSOCIATION, hereinafter called "ASSOCIATION".

WHEREAS, the BOARD is required by law to negotiate with the ASSOCIATION on the terms and conditions of employment, and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing.

IT IS HEREBY AGREED by and between the parties hereto that:

#### ARTICLE I - RECOGNITION

The Board hereby recognizes the Association for the term of this Agreement as the majority representative for collective negotiations concerning the terms and conditions of employment for all personnel under contract as listed below:

Included: Maintenance

Excluded: All other employees

#### ARTICLE II - BOARD RESPONSIBILITY

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the East Windsor Regional School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State of New Jersey, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot, under law, reduce, negotiate or delegate its legal responsibilities.

#### ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employee members, and to no other employee organization representing any portion of the Unit.

#### ARTICLE IV - NEGOTIATION PROCEDURES

The parties agree to enter collective negotiations in accordance with Chapter 123, Public Laws of New Jersey, 1974, in a good-faith effort to reach a successor agreement. Any Agreement so negotiated, shall apply to all employees of this Unit, be reduced to writing and be signed by the Board and the Association.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

#### ARTICLE V - GRIEVANCE PROCEDURE

Definition - A "GRIEVANCE" shall mean a complaint by an employee of the public school system that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of policies, agreements and administrative decisions governing employees except that the term "GRIEVANCE" shall not apply to (a) any matter for which a method of review is prescribed by New Jersey State School Law, or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board, or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of its occurrence.

Purpose - The purpose of this procedure is to accrue, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment.

##### Procedure -

##### 1. Level One -

- (a) Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
- (b) If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he/she shall set forth his/her complaint in writing to his/her immediate supervisor. The immediate supervisor shall communicate working days of receipt of the written complaint.

##### 2. Level Two -

The employee may appeal the immediate supervisor's decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing and must set forth the grounds upon which the grievance is based. The Chief School Administrator shall request a report on the grievance from the immediate supervisor, shall confer with the concerned parties and, upon request, with the employee or immediate supervisor separately. The Chief School Administrator shall attempt to resolve the problem within a period not to exceed ten (10) working days. The Chief School Administrator shall communicate a decision in writing, along with supporting reasons, to the employee and the immediate supervisor.

3. Level Three -

If the grievance is not solved to the employee's satisfaction, he/she may request a review by the Board. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board, who will render a decision in writing within thirty (30) calendar days.

4. Level Four -

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3 or if no decision has been rendered within thirty (30) working days after the grievance was delivered to the Board of Education, he/she may, within five (5) working days after a decision by the Board of Education or thirty (30) working days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit its grievance to an advisory committee composed of two (2) members selected from the East Windsor Regional School District, (One (1) selected by the Association and one (1) by the Board of Education) (not employed by the East Windsor Regional Board of Education). The two (2) members shall select a third party to review and hear the grievance by conferring with representatives of the Board and Association and hold hearings promptly and shall issue a recommendation to the Board of Education not later than twenty (20) days after the close of the hearings. The Board of Education, as a whole shall review the recommendation(s) and render a decision in writing within fifteen (15) calendar days.

The decision of the Board of Education shall be binding, but without prejudice, as it is recognized that either party to a grievance shall be free to exercise any and all remedies and procedures provided for by statutory law or applicable rules and regulations of the State Commissioner of Education.

ARTICLE VI - PERSONAL FREEDOM

The personal life of an employee shall not affect his/her employment status except as it may affect his/her performance or suitability for continued employment.

ARTICLE VII - REDUCTION IN RANK

No employee shall be reduced in rank or salary contrary to the terms of this Agreement, except that this provision shall not be construed to limit the employer from reducing the number of positions presently in existence. Any such reduction shall be subject to the grievance procedure.

## ARTICLE VIII - VACANCIES

To be announced in accordance with current policies and a copy of the announcement shall be sent to the President of the Association (school address) as soon as the position is available or created.

## ARTICLE IX - INSURANCE PROTECTION

1. INJURY INSURANCE - The Board agrees to maintain, at Board expense, insurance coverage of all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.
2. HEALTH INSURANCE - The Board agrees to maintain, at Board expense, group health insurance coverages for all employees who regularly work four (4) hours or more per day, and full dependent coverage at Board expense: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a prescription plan, and a dental plan.

If the Board obtains a different insurance carrier during the period of this agreement, the plan adopted shall be equal to or better than the current plan.

3. LIABILITY INSURANCE - The Board maintains, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

## ARTICLE X - LEAVES OF ABSENCE

- I. Leaves of Absence without pay may be granted to employees represented by the Association, employed three or more years, and such leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator and the Board. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing.

### A. Child Care, Maternity, Paternity, or Adoption:

An employee may request, in writing, a leave of absence without pay for child care, maternity, paternity, or adoption, (three year employment not required) for a period of not more than one (1) employee work year. A leave for child care, maternity, paternity, or adoption shall on application be granted for a period through the balance of the school year in which the leave commences. Any extension of such leave shall be at the option of the Board and be handled on a case-by-case basis. This leave of absence is granted without salary.

1. This leave of absence may exist for one employee work year and up to one full year's extension thereafter until the beginning of the next employee work year. At this time, the employee must return or officially resign the position.
2. This leave of absence may be shortened upon written request and Board of Education approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.
3. Employees on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to, and approval of, the Board of Education and the administrative staff.

II. Leaves of Absence with pay may be granted to employees, represented by the Association, in the prescribed manner as follows:

- A. PERSONAL ILLNESS DAYS - The Board agrees to provide the employees with fourteen (14) days per year at full pay for personal illness. Unused days may be accumulated for use in subsequent years.

The Board further agrees that, after all such personal illness days as indicated in the preceding paragraphs are exhausted, an additional fourteen (14) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.

All such personal days shall be governed by State law, and the employee shall provide a doctor's certificate for illness exceeding three (3) consecutive days.

- B. ILLNESS IN THE IMMEDIATE FAMILY DAYS - The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board further agrees that, after all such illness in the immediate family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year shall be provided at the employee's rate of pay less substitute pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

- C. DEATH IN THE FAMILY DAYS - The Board agrees to provide the employee with five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.
- D. DEATH IN OTHER THAN THE IMMEDIATE FAMILY DAY - The Board agrees to provide the employees with one (1) day per event at full pay for death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death in other than the immediate family day is exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.
- E. MARRIAGE DAYS - The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Chief School Administrator at full deduction in pay.
- F. DAYS FOR JURY DUTY OR SUBPOENA BY COURT - The Board agrees to provide an employee full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty.
- G. DAYS FOR OTHER REASONS - The Board agrees to provide two (2) days leave of absence with pay for employees for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Chief School Administrator, except that a full deduction will be made for absence on the day before or after a vacation or holiday period.

#### ARTICLE XI - VACATIONS AND HOLIDAYS

- 1. VACATION DAYS - The Board agrees to provide 12 month employees who regularly work more than four (4) hours per day, vacation days on the following schedule:

Less than one (1) year of employment as of June 30.	1 day per month prior to July, to a maximum of 10 days.
1 year through 5 years as of June 30.	Ten (10) days per year.
6 years through 12 years as of June 30.	Fifteen (15) days per year.
13 years and over.	Twenty (20) days per year.

These vacation days are non-cumulative and must be taken in the budget year following their accrual.

If an employee terminates employment before the end of his/her contract year, the employee shall be paid his/her accumulated vacation time at the salary rate in effect at the time employment is terminated.

Vacation time may be taken anytime during the year with the approval of the Supervisor of Buildings and Grounds and the Chief School Administrator.

## 2. HOLIDAYS

(a) The following national legal holidays will be uniformly observed:

July 4th (1)	January 1 (1)
Labor Day (1)	Martin Luther King's Birthday (1)
Veterans Day (1)	Washington's Birthday (1)
Thanksgiving Day (1)	Good Friday (1)
December 25, 26, 31 (3)	Memorial Day (1)

(b) Six (6) additional holidays are to be selected by the Association in accordance with the School Calendar (when school is not in session) and so inform the Chief School Administrator, in writing, on July 1, 1980, July 1, 1981 and July 1, 1982 the days selected.

(c) If the employee is recalled to work on any of the above holidays as specified in (a) and (b) above, compensation will be at the overtime rate negotiated.

## ARTICLE XII - WORK HOURS

### 1. DAY

The Day shift shall consist of eight (8) consecutive work hours between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, hours to be established by Supervisor of Buildings and Grounds and approved by the Director of Finance, exclusive of a thirty (30) minute lunch period, but including a ten (10) minute clean-up period. The Supervisor of Buildings and Grounds shall not arbitrarily change said work hours with representatives of the Association and shall notify the Association within two (2) calendar days of any proposed change in work hours or days. Work hours for all work days when students are not in attendance shall consist of eight (8) hours from 7:00 A.M. to 3:30 P.M. exclusive of a thirty (30) minute lunch period.

### NIGHT

The night shift shall consist of eight (8) consecutive work hours between 2:30 P.M. and 11:00 P.M., Monday through Friday, exclusive of a thirty (30) minute supper period, but including a ten (10) minute clean-up period.



The Supervisor of Buildings and Grounds will post the night shift schedule one pay period in advance. A minimum of two (2) bargaining unit employees shall be assigned to the night shift on a rotating basis so that the total number of hours annually on the night shift are approximately equal among the bargaining unit members.

3. OVERTIME

Overtime shall be paid at the applicable rate of time and one-half the employee's regular hourly rate of pay based upon the total contract salary, for all time worked in excess of forty (40) hours in any work week.

An employee recalled to work beyond the regular eight (8) hour work schedule shall be guaranteed a minimum rate of two (2) hours pay at the applicable overtime rate.

ARTICLE XIII - SALARY

The salary guides for employees recognized by this three (3) year agreement (July 1, 1980-June 30, 1983) shall be as follows:

STEP	80-81	81-82	82-83
1	\$ 10,810	\$ 11,805	\$ 13,140
2	11,100	12,123	13,474
3	11,400	12,462	13,825
4	11,800	12,836	14,215
5	12,050	13,300	14,695
6	12,500	13,720	15,137
7	13,000	14,170	15,593

- (a) The Board participates in the Public Employee's Retirement System and contributes to this system as required.
- (b) Authorized travel by employees shall be reimbursed at the rate of .17¢ per mile.
- (c) The step number shall indicate the number of years service for new employees employed within the unit on or after July 1, 1980.

ARTICLE XIV - EMPLOYMENT, NON-RENEWAL, TERMINATION & RESIGNATION

A. Employment Procedure

1. Date - On or before June 15 of each year, the Board shall give to each employee represented by the Association:
  - a. A written offer of a contract for employment for the next succeeding contract year with such changes in salary and benefits as may be required by law or this agreement, or

B. Non-Renewal

1. A written notice of non-renewal shall be given to each employee not offered employment on or before June 15.
2. Reasons - An employee who receives a notice of non-renewal of employment may, within five (5) working days thereafter, in writing, request a statement of reasons for such non-renewal from the Supervisor of Buildings and Grounds who did not recommend his/her reemployment to the Chief School Administrator. The Supervisor of Buildings and Grounds' written statement of reason(s) shall be forwarded to the employee within five (5) working days after receipt of the request.

C. Termination for Cause

A terminated employee shall receive two weeks' notice of termination or two weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

D. Resignation

1. An employee who is resigning from his/her position shall give the normal two weeks notice.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full two weeks' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the employee.

ARTICLE XV - DURATION

The Board and Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not through the life of this Agreement, July 1, 1980 - June 30, 1983.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have herunto set their hands and seals, and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 9th day of June, Nineteen hundred and eighty.

Signed, sealed and delivered in  
the presence of

EAST WINDSOR REGIONAL MAINTENANCE  
ASSOCIATION

By: William Sweeney L.S.  
William Sweeney, President

ATTEST:

Jeanne G. Cleeland L.S.  
Jeanne G. Cleeland, Bd. Sec'y

By: William Matlack, Jr. L.S.  
William Matlack, Jr., Secretary

BOARD OF EDUCATION OF EAST WINDSOR  
REGIONAL SCHOOL DISTRICT

By: Marlene Feder L.S.  
Marlene Feder, Bd. President